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ARCHWAY BROADWAY LOAN SPE, LLC  
7

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **LOS ANGELES DIVISION**  
11

12 In re  
13 SEATON INVESTMENTS, LLC, *et al.*,  
14 Debtors and Debtors-in-  
15 Possession.

16 Affects:

- 17 ☐ All Debtors  
18 ☐ Seaton Investments, LLC  
☐ Colyton Investments, LLC  
19 ☒ Broadway Avenue Investments, LLC  
☐ SLA Investments, LLC  
20 ☐ Negev Investments, LLC  
21 ☐ Alan Gomperts  
22 ☐ Daniel Halevy  
23 ☐ Susan Halevy  
24

Lead Case No. 2:24-bk-12079-VZ

Jointly Administered with Case Nos.:

2:24-bk-12080-VZ; 2:24-bk-12081-VZ;  
2:24-bk-12082-VZ; 2:24-bk-12091-VZ;  
2:24-bk-12074-VZ; 2:24-bk-12075-VZ; and  
2:24-bk-12076-VZ

Chapter 11

**EVIDENTIARY OBJECTIONS TO  
DECLARATION OF ALAN G. D.  
GOMPERTS IN SUPPORT OF  
ARCHWAY BROADWAY LOAN SPE,  
LLC'S REPLY IN SUPPORT OF ITS  
MOTION FOR RELIEF FROM  
AUTOMATIC STAY**

Date: October 29, 2024  
Time: 10:30 a.m.  
Crtrm.: 1368  
255 E. Temple Street  
Los Angeles, CA 90012

Hon. Vincent P. Zurzolo

FRANZEL ROBINS BLOOM & CSATO, L.C.  
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Secured creditor, Archway Broadway Loan SPE, LLC, a Delaware limited liability company, successor in interest to Archway Real Estate Income Fund I REIT, LLC (“Archway”), objects to certain portions of the Declaration of Alan D. Gomperts (“Mr. Gomperts”) (“Gomperts Declaration”) submitted by Broadway Avenue Investments, LLC (“Broadway”) in opposition to Archway’s *Motion for Relief From Automatic Stay* (“Motion”) (Dkt. 213). Archway objects to, and moves to strike, all such portions of the Gomperts Declaration and exhibits, as set forth below.

No.	Testimony	Objections
1.	<p>Gomperts Decl., ¶ 9, 8:24–26:</p> <p>“I and the Joint Debtors have used the time afforded to us in bankruptcy to develop a business plan for the Property <i>that will increase its value substantially and allow Broadway to confirm a fair and feasible plan.</i>”</p> <p>(italics added).</p>	<p><b>Lack of Foundation (Fed. R. Evid. 602)</b> As to the italicized portion only, the testimony lacks foundation as to how Mr. Gomperts knows that the Debtors’ business plan “will increase its value substantially and allow Broadway to confirm a fair and feasible plan.” Therefore, such testimony is inadmissible and should be stricken.</p> <p><b>Improper Lay Opinion (Fed. R. Evid. 701)</b> Mr. Gomperts is not testifying as an expert, but his testimony as to increase in property values and/or whether Broadway can confirm a fair and feasible plan is based on scientific, technical, or other specialized knowledge within the scope of Fed. R. Evid. 702. Moreover, he has not established it is not helpful to understanding his testimony or of a fact in issue. Therefore, the italicized portion of Mr. Gomperts’s testimony is inadmissible and should be stricken.</p>
2.	<p>Gomperts Decl., ¶ 10, 9:8:28–9:1:</p> <p>“Market prices have not gone down since the petitions were filed and have in fact improved along with lower interest rates.”</p>	<p><b>Lack of Foundation (Fed. R. Evid. 602)</b> The testimony lacks foundation and should therefore be stricken.</p> <p><b>Improper Lay Opinion (Fed. R. Evid. 701)</b> Mr. Gomperts is not testifying as an expert, but his testimony is based on scientific, technical, or other specialized knowledge within the scope of Fed. R. Evid. 702. His testimony is not helpful to understanding his testimony or of a fact in issue. Therefore, Mr. Gomperts’s testimony is inadmissible and should be stricken.</p>

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No.	Testimony	Objections
3.	Gomperts Decl., ¶ 11, 9:5–7:  “Broadway has secured an infusion of \$4 million through a DIP loan with over \$2 million committed to going directly and immediately to capital improvements for the Property – Archway’s collateral.”	<b>Lack of Foundation (Fed. R. Evid. 602)</b> The quoted testimony lacks foundation and should be stricken.
4.	Gomperts Decl., ¶ 11, 9:8–10:  “The plan will be based upon a 15-year lease with options to extend that is contingent only upon this Court’s approval of a \$4 million DIP Loan that does not seek to prime any secured creditor.”	<b>Lack of Foundation (Fed. R. Evid. 602)</b> The quoted testimony lacks foundation and should be stricken.  <b>Improper Lay Opinion (Fed. R. Evid. 701)</b> Mr. Gomperts is not testifying as an expert and therefore his testimony is limited by Fed. R. Evid. 701. But here his testimony as to whether or not the Lease is only contingent on the Court’s approval or whether the DIP Loan “does not seek to prime any secured creditor” are legal conclusions which are themselves based on scientific, technical, or other specialized knowledge within the scope of Fed. R. Evid. 702. Moreover, he has not established it is not helpful to understanding his testimony or of a fact in issue. Therefore, Mr. Gomperts’s testimony is inadmissible and should be stricken.

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No.	Testimony	Objections
5.	Gomperts Decl., ¶ 11, 9:10–11:  “The Lease is backed by a creditworthy tenant and projects plan payments that are both fair and feasible.”	<b>Lack of Foundation (Fed. R. Evid. 602)</b> The testimony lacks foundation and is speculative. Mr. Gomperts fails to explain the basis for his testimony or to otherwise establish how he knows the tenant is “creditworthy” or that plan payments are “fair” or “feasible.” Therefore, such testimony is inadmissible and should be stricken.  <b>Improper Lay Opinion (Fed. R. Evid. 701)</b> Mr. Gomperts is not testifying as an expert and therefore his testimony is limited by Fed. R. Evid. 701. But here his testimony as to whether or not the tenant is “creditworthy” or whether plan payments are “fair” or “feasible” is based on scientific, technical, or other specialized knowledge within the scope of Fed. R. Evid. 702. Moreover, he has not established it is not helpful to understanding his testimony or of a fact in issue. Therefore, Mr. Gomperts’s testimony is inadmissible and should be stricken.
6.	Gomperts Decl., Exhibit A	<b>Hearsay.</b> Fed. R. Evid. 802.
7.	Gomperts Decl., Exhibit B	<b>Hearsay.</b> Fed. R. Evid. 802.

DATED: October 22, 2024

FRANDZEL ROBINS BLOOM & CSATO, L.C.  
MICHAEL GERARD FLETCHER  
GERRICK M. WARRINGTON

By: /s/ Gerrick M. Warrington  
GERRICK M. WARRINGTON  
Attorneys for Secured Creditor  
ARCHWAY BROADWAY LOAN SPE, LLC